

L E A S E

THIS LEASE made and entered into this _____ day of _____, 2005, by and between **THE BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, a body corporate and a body politic, hereinafter called "County", and **ESSAR Corporation, L.L.C.** a Virginia limited liability company, hereinafter called "Lessee".

W I T N E S S E T H:

1. **DEMISE.** County leases to Lessee and Lessee leases from County the premises (hereinafter sometimes called the "leased premises") located in Fauquier County, Virginia, shown on the attached plat which is made a part hereof and described as follows: Pad Site 4 as shown on the Airport Layout Plan and Terminal Layout plan prepared by Campbell & Paris Engineers showing approximately 60 x 549 feet t-hangar development area established at the Warrenton Fauquier Airport, which plat is attached to and made a part hereof as *Exhibit A*, together with a non-exclusive right-of-way for ingress and egress over the 50' strip to the leased premises shown on said plat.

a. **Use of Property.** Lessee agrees that the leased premises shall be used only for the purposes of storing light civilian aircraft in hangars and no other uses are, or shall be, contemplated except by written amendment to this Lease agreement.

b. **Recording of this Lease.** A Memorandum of Lease containing the necessary provisions of this Lease is being executed by the parties hereto simultaneously with the execution of this Lease and may, at County's expense, be recorded among the land records of Fauquier County, Virginia.

2. **TERM.** Lessee shall have and hold the leased premises for a term of thirty (30) years from the commencement date of this Lease, as defined in Section 2.a. below, unless terminated earlier pursuant to the provisions of this Lease. Upon the expiration of this Lease, or upon such earlier termination, absolute fee simple ownership of the leased premises and any improvements thereon, together with all fixtures, equipment and machinery (other than removable trade fixtures) attached to the premises or any improvements thereon, shall revert, without cost or charge, to County, free and clear of the leasehold interest of Lessee, and of any and all liens upon such leasehold interest.

a. **Commencement Date.** The commencement date of this Lease shall be ten days after the following actions have occurred: 1) the Board of Supervisors passes any and all required ordinance amendments necessary to permit the construction of the hangar at the location specified in this lease; and 2) after the site preparation is complete. Should County not deliver possession of the leased premises to Lessee free and clear of all leases and rights of tenants in possession, the commencement date shall be the date on which County thereafter delivers possession of the leased premises to Lessee free and clear of any such leases and rights. Lessee acknowledges and agrees that the Board of Supervisors' decision to amend its ordinances is a legislative decision and nothing within this lease shall obligate the Board of Supervisors to amend any ordinance. Should the Board in its legislative process determine not to amend its ordinances to permit the location of the hangar at the site specified herein the parties hereto shall make good faith efforts to agree upon another mutually agreeable site and if such site shall not be identified this lease shall be null and void and all parties hereto

released from any and all obligations herein.

b. **Certificate of Commencement Date.** In order to avoid any subsequent controversy as to the commencement date of this Lease, County and Lessee agree to execute a certificate within thirty days after the commencement date, which certificate shall set forth the dates of the commencement and expiration of this Lease. Such certificate, upon execution by County and Lessee, shall be attached hereto and may be recorded among the land records of Fauquier County, Virginia.

3. **RENT.** Lessee agrees to pay to County, as ground rent and without prior notice or demand, a fixed sum of 37¢ per square foot per annum for the leased premises for a term of 60 months. Such rent shall be paid in monthly installments, in advance, on the first day of each calendar month. If the first month of this Lease be a fraction of a month, then rental for that fractional month shall be apportioned.

Beginning on the 60th month after the commencement date of this Lease, and every 60th month thereafter, the rent due on the leased premises shall be adjusted based on the cumulative change in the Consumer Price Index-All Urban Consumers for the proceeding 60 month period.

4. **COMMON AREA MAINTENANCE FEE.** The common area shall be maintained by the County. The cost of common area maintenance fee for snow removal, pavement and storm water system maintenance is included in the ground rent.

5. **ERECT HANGARS.** Lessee shall design and construct one (1) modern t-hangar type building utilizing state-of-the-art technology on the leased premises. It will be of similar quality as the first two t-hangars. The hangar building shall have concrete floors, and all construction shall be consistent with industry construction standards.

Developer shall be solely responsible for the costs of, and for providing, the design and building permit approvals and construction of the building, foundations, pavement tie-ins and power/telephone connections and all site work within a 5' perimeter of the outside building dimension. The developer will also be responsible for any costs associated with providing utilities, such as power, to the building site.

The County will provide a rough graded pad approximately 60 x 549 feet suitable for the hangar building and overall development of the other areas of the site involving paving and drainage in accordance with a "Site Plan" to be developed by the County and reviewed by the Lessee. Lessee shall reimburse County twenty percent (20%) of the County's total cost to design and construct the rough graded pad. Lessee shall provide either a letter of credit or other surety acceptable to the County in its sole discretion, securing its payment of its share of the total cost of the design and construction of rough grade page. Public water and sewer utilities are not available to the site. If desired by the Offeror or required by state or local codes, well and sewer shall be provided by the Offeror at its own expense.

Hangar design, construction plans, and construction materials shall be subject to approval of the County, which approval shall not be reasonably withheld. Lessee shall commence construction of the hangar and after site preparation is complete within 150 days from approval of the construction plans and shall complete said hangar within 270 days of the approval of the construction plans. Lessee shall submit hangar design construction plans to the County for approval within 60 days of the execution of the contract. Formal County comments shall be provided within 30 days of submittal. Lessee shall obtain all necessary approvals of the construction plans from all appropriate

County, State and Federal agencies. Lessee's failure to obtain approval by any agency to build the hangars as specified and provided by the County in the attached plat (*Exhibit A*) and the airport master plan (*Exhibit B*), shall be reasonable cause to renegotiate the cost, schedule, specifications, terms and conditions of this lease to comply with their comments and build the hangars. Upon failure to reach agreement during negotiation, the parties may declare the lease void and receive a return of any sums paid hereunder.

6. **PROCUREMENT OF PERMITS.** Lessee shall not commence or continue the construction of the improvements on the leased premises unless Lessee shall, at all times, have procured and paid for all necessary permits, licenses and authorizations of governmental authorities having jurisdiction over the leased premises.

7. **MECHANIC'S/MATERIALMEN'S LIENS.** Lessee hereby covenants and agrees to keep the leased premises free and clear of all mechanic's/materialmen's liens attaching upon any improvements. In the event any mechanic's/materialmen's liens are recorded against the leased premises among the land records of Fauquier County, Virginia, the Lessee agrees to either pay or fully discharge the same or bond the same with a cash or corporate surety within thirty (30) days after receipt of a written demand by the County.

8. **GENERAL COVENANTS OF COUNTY AND LESSEE.**

a. **County's Covenant of Quiet Enjoyment.** County agrees that Lessee, upon paying all rents as provided herein and performing all the covenants, agreements and conditions of this Lease, shall lawfully and quietly hold, occupy and

enjoy the leased premises during the term of this Lease without hindrance or molestation by County or any person or persons claiming by, through or under County. In the event that Lessee shall be ousted from possession of the leased premises by reason of any defect in the title of County to the leased premises, Lessee shall not be required to pay any rent or perform its other covenants under this Lease while it is so deprived of possession of the leased premises.

b. **Lessee to Keep Separate Accounts.** Lessee shall maintain books and accounts of its operations of, or transactions relating to, the leased premises separate and distinct from any other real property or business enterprise owned or operated by Lessee.

c. **Repairs and Maintenance.** At all times during the term of this Lease, Lessee, without expense to County, shall maintain the hangars to be erected on the leased premises in a state of good and tenantable repair, and shall promptly make all repairs and reconstruction, including painting, cleaning and all other necessary acts, interior and exterior, structural and non-structural, ordinary and extraordinary, which are necessary to maintain or restore such hangars substantially in or to their condition at the time of the original construction of said hangars, ordinary wear and tear excepted. The term "repairs" shall include replacements or renewals or reconstruction, when necessary, and all such repairs shall be subsequently equal in quality to the original work. County shall maintain all taxiways, ramps and taxi lanes in the leased premises which are paved and for which the Department of Aviation provides reimbursements, as long as the same are built to acceptable standards as imposed by the Virginia Department of Aviation, local requirements or both.

d. **Compliance with Laws and Regulations.** Lessee shall comply with, and shall maintain the leased premises and any improvements thereon in compliance with, all laws, regulations and requirements of all governmental authorities which are applicable to the leased premises or the improvements thereon or to the use thereof, and shall maintain the property and the improvements thereon in compliance with the requirements of the companies issuing insurance required herein.

e. **County's Inspection and Curing of Lessee's Failure to Perform Obligations.** Lessee agrees to permit County to enter the premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the premises and performing any work therein that in County's opinion may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the issuer or issuers of fire insurance with respect to the premises or that County may deem necessary to prevent waste or deterioration in connection with the premises. County shall not make any such repairs or do any such work without first giving notice thereof to Lessee. Nothing herein shall imply any duty upon the part of County to make any such repairs or do any such work, and County's making such repairs or doing such work shall not constitute a waiver of Lessee's failure in regard thereto. County may, during the progress of any such repairs or work on the leased premises, keep and store upon the leased premises all necessary materials, tools and equipment. County shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of, or to, Lessee because of making repairs or performing any work on the leased premises or on account of bringing materials, supplies or equipment through the

leased premises during the course of such work. County agrees, however, to cause as little inconvenience, annoyance, disturbance, loss of business of, or other damage to Lessee or its subtenants as may be practicable in the circumstances in connection with doing any such work.

f. **Utilities.** Lessee shall pay the cost for the design, construction and installation of water and sewer to the hangar if required by any Federal, State, or Local Law, ordinance, statute or regulation. For purposes of this agreement, the term cost shall also include any tap or availability fees. At all times during the term of this Lease, Lessee shall pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service and any other utilities (if any) furnished for use in connection with the improvements on the leased premises. Lessee agrees to indemnify County and save it harmless from and against any liability or liens on such account. County agrees to grant such reasonable easements as may be required by any utility company in connection with the installation and maintenance of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to the hangars on the leased premises.

g. **Sublease: Sale of Long-Term Use Rights.** The Lessee is free to sublet individual hangars and grant use of the taxiways, taxi lanes and ramps on the leased premises under any terms and conditions without the prior approval, whether written or oral, of the County; provided, however, that the sublease shall be subject to all of the terms and provisions of this Lease and rights of County hereunder, but may, at the election of the County, be continued in force after the expiration of this Lease. The Lessee shall have the right to sell long-term use rights to the units for the purposes cited

above. In no event shall a sale be made of rights to possession extending beyond the expiration date of this lease period. Any person or entity purchasing these long term rights to any unit or units shall be subject to the terms and provisions of this Lease and rights of County hereunder.

h. **List of Subtenants.** Lessee shall annually provide to the County on or before date, a list of the name, address, and description of aircraft for any person, corporation or entity subleasing or owning space within the Hangar.

9. **INDEMNIFICATION AND INSURANCE.** Lessee will indemnify and save County harmless from any and all loss, cost and expense resulting from claims for bodily injury, wrongful death and property damage arising out of, or in any way connected, with Lessee's use and occupancy of the leased premises, or resulting from any act or omission of Lessee with respect to the leased premises, unless any such injury, death or damage results from the negligence of County or County's agents, employees, servants or contractors. Throughout the term of this lease, Lessee shall meet or exceed the following requirements:

Prior to the time Lessee is entitled to commence any part of the project, work or services under this lease, Lessee shall procure, pay for and maintain, at its sole expense, at least the minimum insurance coverages and limits as provided for in this provision. Said insurance shall be evidenced by delivery to the Risk Manager of Fauquier County of certificates of insurance executed by a financially stable insurance carrier acceptable to Fauquier County and licensed by or permitted to write

insurance by the Virginia Bureau of Insurance, listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Fauquier County, and listing all carriers issuing or re-issuing said policies. The insurance requirements shall remain in effect throughout the term covered by this lease. It is expressly understood that the insurance coverage provided by Lessee is for the area leased by the County to Lessee and that the County's insurance will cover the remaining general and public use portions of the airport. The coverages and limits required are as follows:

- Workers Compensation -- Statutory requirements and benefits
- Employer's Liability -- \$100,000
- Commercial General Liability -- \$1,000,000 combined single limit. The County of Fauquier is to be named as an additional insured on a primary basis with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability. The Lessee agrees that it will, at all times after the completion of the work, be responsible for, indemnify, defend and hold harmless the County, its officers, agents, and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or non-performance of the Contract.
- Hangar Keepers Liability -- Sufficient to cover the value of the planes stored in the facilities.
- Automobile Liability -- \$500,000 combined single limit.

Any material change in coverages or limits, a notice thereof shall be sent to Fauquier County at its address of record by the insurer. Lessee shall give a 45-day notice of cancellation, non-renewal or change in the insurance coverages, and/or restrictions.

County shall be named as an additional insured on a primary basis on all policies, which policies shall carry a requirement that County be notified of any amendment or cancellation of the policy at least forty-five (45) days prior to the effective date of said amendment or cancellation.

(a) **Effective Date.** Each such insurance policy shall be written to become effective at the time County or Lessee becomes subject to the risk or hazard covered thereby and shall be continued in full force and effect for such period as County or Lessee is subject to such risk or hazard.

(b) **Non-Cancellation Clause.** All insurance policies or agreements shall provide (to the extent that such provision is obtainable) that they cannot be canceled or terminated until at least fifteen (15) days prior notice has been given to County to the effect that such insurance policies are to be canceled or terminated at a particular time

(c) **Lessee's Compliance with Insurance Rules.** Lessee shall observe and comply with the requirements and rules instituted by the insurance carriers from time-to-time with respect to the said policies of insurance.

(d) **Right of County to Obtain Insurance.** In the event Lessee at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease, County, at its option, upon giving written notice to Lessee, may procure or renew such insurance and all amounts of money paid therefor by County shall be treated as additional rent payable by Lessee to County on the first day of the calendar month after County gives written notice to Lessee as to the date, purposes and amounts of any such payments made by County.

(e) **Additional Insured; Certificates of Insurance.** All insurance policies required under this Lease shall name the County as an additional insured, in addition to the holders of obligations secured by deeds of trusts. County shall automatically receive, without requesting, certificates of insurance evidencing such inclusion within ten (10) days after commencement of the Lease, and thereafter at any time a new or amended policy is issued.

10. **DEFAULT.** In the event that Lessee shall, for any reason whatsoever, fail to pay rent on the date pursuant to the terms of this Lease, and such failure to pay rent shall not be cured or remedied within thirty (30) days after County gives Lessee written notice of such failure, then such failure shall, until cured or remedied, constitute a default under this Lease.

(a) **Rights and Remedies.** In addition to any other rights or remedies which County may have at law or in equity, upon the occurrence of each default, then so long as such default continues, County may exercise any one or more of the following rights:

1. County shall have the right to terminate this Lease by giving at least thirty (30) days written notice to Lessee specifying the effective date of such termination, provided that Lessee's default or defaults shall not have been cured prior to the effective date of such termination set forth in said notice.

2. County shall, to the full extent permitted by law, have the right to maintain any and all actions at law, suits in equity, or other appropriate proceedings to enforce the curing or remedying of such default.

(b) **Non-Performance Due to Conditions Beyond Control of**

Parties. In the event that performance of any of Lessee's or County's respective obligations under this Lease other than Lessee's obligations with respect to the payment of rent, is prevented, interrupted or delayed by causes beyond its control (other than its financial condition), including, but not limited to, strike, riot, storm, flood, act of God, or of the public enemy, act of the government, fire, epidemic, quarantine restrictions, freight embargo, unusually severe weather, or delay of a contractor or subcontractor due to such causes, and not caused by any act or failure to act by the party thereby delayed in such performance, the date for the performance of such obligation shall become extended for a period of time equal to the number of days the performance of such obligation is so prevented, interrupted or delayed. In such case, neither County or Lessee shall be liable for any cost, loss, damage, injury or liability caused, suffered or incurred by either party or by any other legal entity as the result of any such delay in performance of such obligation.

(c) **Obligations, Rights and Remedies Cumulative.** The respective obligations of County and Lessee pursuant to this lease shall be cumulative, and the reference to any such obligations shall not be construed as a limitation on any other obligations. The respective rights and remedies of County and Lessee, whether provided by this lease or by law, shall be cumulative. The exercise by either party of any one or more of such rights or remedies shall not preclude the exercise of any other right or remedy at the same or at different times for the same default or for the same failure with respect to any of the obligations under this lease, or of any of its remedies for any other default or failure by the other party.

(d) **Waiver Shall Not be Implied by Non-Action.** In the event that

either party to this lease shall not take any action with respect to any failure of the other party to observe or perform any of the terms or provisions of this lease required to be observed or performed by such other party, such nonaction shall not be construed as a waiver of such failure of default with respect to the term or provision of this lease not being observed or performed. It is understood and agreed that any delay by either party to this lease in exercising or asserting any of its rights or remedies hereunder or in instituting any actions or proceedings to assert or enforce any such rights or remedies shall not operate as a waiver of any such rights to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

ESSAR Aviation L.L.C. 100 %

%

_____ %
_____ %

The Lessee shall only have the right to transfer its entire interest to a responsible person, form, or corporation upon the prior approval of the County.

a. **Recording of Assignment.** If allowed by the County hereunder, no such sale, assignment or transfer shall be made unless the purchaser, assignee or transferee expressly assumes, by written instrument, recorded among the land records of Fauquier County, Virginia, all of the obligations of Lessee under this lease. The Lessee so selling, assigning or transferring shall thereupon become fully released from all such obligations under this lease which become due or mature subsequent to the date of such recording.

Prior to any such approval of any such sale, assignment or transfer, Lessee shall furnish to County a copy of the proposed aforesaid written instrument, and shall reasonably satisfy County that, by such written instrument, such purchaser, assignee or transferee will effectively assume all of the obligations of Lessee under this lease.

12. **ESTOPPEL CERTIFICATES.** County and Lessee each agree, upon not less than ten days (10) written request by the other party hereto, to execute, acknowledge and deliver to such other party at any time or times so long as this lease shall remain in effect, and provided there is no existing failure of such other party to perform any of its obligations under this lease, a statement, in writing, certifying in substance as follows:

- a. That this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and

effect as modified, stating the modifications).

- b. That there is no existing failure of the other party to perform its obligations under this lease.
- c. The dates to which all rents and other charges, if any, have been paid in advance.

13. DEED OF TRUST ON LEASEHOLD INTEREST. Nothing contained in this lease shall be construed as authorizing Lessee to encumber County's fee or reversionary rights with respect to the demised premises or any improvements thereon in any manner whatsoever. County's fee and reversionary interests with respect to the demised premises and any improvements thereon shall not be subordinated or otherwise made subject to any deed of trust, mortgage, or other lien or encumbrance granted, suffered or permitted by Lessee with respect to the demised premises.

a. **Deed of Trust to Finance Improvements.** Lessee shall have the right to encumber, assign or convey its leasehold right, title and interest in and to the demised premises by way of deed of trust to secure repayment of funds borrowed by it to finance any development, construction, equipment, repair, reconstruction or restoration of any improvements on the demised premises by Lessee pursuant to this lease, or to refinance any outstanding loan or loans previously obtained by Lessee for any such purpose. The holder of any obligation secured by such deed of trust shall not become personally liable upon or under any of the provisions of this lease unless such holder becomes the Lessee hereunder.

b. **Lessee to Furnish Names and Addresses of Deeds of Trust**
Lessee shall furnish County, promptly after Lessee executes any such deed of trust, with

a copy of such deed of trust and with the names and addresses of all persons having interests thereunder. Upon learning of the transfer of all or any part of the obligation secured by such deed of trust or mortgage to any new holder, Lessee shall promptly furnish County with the name and address of such new holder.

c. **Lessee to Notify County of Other Encumbrances.** Lessee shall also notify County promptly of any other lien or encumbrance which has been created on or attached to Lessee's leasehold interest in the demised premises, whether by act of Lessee or otherwise.

d. **Holder's Right to Assign its Interest.** Notwithstanding any other provision of this lease to the contrary, the holder of any obligation secured by a deed of trust authorized by this lease, shall have the right, without any approval or consent by County, to sell, convey, assign or otherwise transfer or dispose of any or all of its right, title and interest in and to such obligation, including any and all claims arising thereunder or arising out of the deed of trust transaction.

e. **Conditions of Sale Under any Deed of Trust.** Any sale of all or any part of Lessee's interest in the demised premises, pursuant to the deed of trust thereof, the grant of which was authorized by this lease, may be made without regard to County's first refusal rights. However, the purchaser at any such sale shall obtain no rights with respect to the leasehold interest under this lease unless and until such purchaser has expressly assumed all of the obligations of Lessee under this lease by written instrument recorded among the land records of Fauquier County, Virginia, in accordance with paragraph 8a.

f. **Copy of Notice of Breach of Covenant or Default.** Whenever County,

pursuant to this lease, shall give any notice or demand to Lessee with respect to any failure of Lessee to perform its obligations under this lease, County shall at the same time furnish a copy of such written notice or demand to the holder of any obligation secured by any deed of trust of the leasehold estate hereunder by Lessee at the most recent address, if any, which has been furnished to County.

g. Right of Holder of Obligation Secured by Deed of Trust of Leasehold Estate to Cure Lessee's Failure to Perform. The holder of any obligation secured by a deed of trust granted by Lessee pursuant to this lease, may, at its option (without waiving or releasing Lessee from any of its obligations under this lease), do any act or thing necessary to cure or remedy Lessee's failure to perform any of its obligations under this lease. Any act or thing done by such holder shall be as effective to cure or remedy such failure as if done by Lessee, but no more effective than if done by Lessee.

h. Right of County to Cure Lessee's Default Under Deed of Trust. The rights of any holder of any obligation secured by a deed of trust by Lessee pursuant to this lease shall be conditioned upon such holder's giving County written notice of any default of lessee with respect to such obligation and giving County a reasonable opportunity to cure such default. Any money expended by County to cure such default shall be treated as additional rent payable by Lessee to County upon the first day of the calendar month succeeding written notice thereof to Lessee.

14. CONDEMNATION.

a. Total Condemnation. If, during the term of this lease, as a result of the exercise of the power of eminent domain (hereinafter referred to as the "proceedings"), either the entire demised premises or a portion thereof shall be taken,

with resulting damages to any building thereon, and the portion of such building remaining on the portion of the premises not so taken cannot practicably be rehabilitated, then, in either such event, this lease and all right, title and interest of Lessee hereunder shall terminate on the date of vesting of title in such proceedings, and the total award in such proceedings shall be apportioned between the County and Lessee based upon the value of the land versus the improvements.

b. **Partial Condemnation.** If, during the term of this lease, a portion of the demised premises or any interest therein shall be taken in such proceedings with resulting damage to any hangar or access to said hangar thereon and the portion of such hangar or access to said hangar not so taken is of value in the sense that it can practicably be rehabilitated, then, in such event, this lease shall terminate as to the part so taken on the date of vesting of title in the proceedings. Lessee shall, without cost to County, promptly restore the portion of such hangar and/or access to said hangar not so taken to a complete operating unit, which shall comply, as nearly as shall be practicable, with the original structures. The total award of such proceeding shall be payable as follows:

1. The Lessee shall first be paid an amount sufficient for the cost of restoration of the portion of the hangars and/or access to the hangars remaining on the portion of the demised premises not taken.
2. The remainder of the said award shall be apportioned between the County and Lessee based upon the value of the land versus the improvements.

c. **Apportionment of Rent.** In the event of a partial taking of the demised premises, the rent due under this lease shall be adjusted as of the date of vesting of title in such proceedings, to reflect only those occupied hangars on the demises

premises not so taken.

15. MISCELLANEOUS PROVISIONS.

a. **No Partnership of County and Lessee.** It is understood and agreed that County is neither a partner of Lessee nor a participant in a joint venture with Lessee in connection with the construction of hangars, taxiways, taxi lanes, ramps and other improvements on the demised premises, and that the relationship created by this lease is that of County and Lessee and no other.

b. **Mechanic's Liens Shall Not Reach County's Interest.** Nothing in this lease shall be construed as giving Lessee any right, power or authority to contract, as agent for County, with anyone in regard to any matter, and more specifically, for the erection or improvements of, addition to, or repair of any hangar, taxiway, taxi lane or ramp on the demised premises or the furnishing of any work, labor, materials, services, or the installation or removal of any machinery or equipment in connection therewith, or to do anything which would give rise to a mechanic's lien against County's fee interest in such land and any improvement thereon. NOTICE IS HEREBY GIVEN THAT COUNTY SHALL NOT BE LIABLE FOR ANY WORK, LABOR, MATERIALS, SERVICES, OR FOR THE INSTALLATION OR REMOVAL OF ANY MACHINERY OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT, AND THAT NO MECHANICS' OR OTHER LIEN THEREFOR SHALL ATTACH TO OR AFFECT COUNTY'S FEE INTEREST IN THE DEMISED PREMISES OR ITS REVERSIONARY INTEREST IN SUCH LAND AND ANY IMPROVEMENTS THEREON.

c. **Covenants to Run With the Land.** Except as otherwise

provided herein, the word "County" as used in this lease, shall mean whatever person or persons, firm or corporation is the owner of the fee interest in the demised premises and the reversionary interest in such land and any improvements thereon at the time in question. The word "Lessee" as used in this lease, shall mean whatever person or persons, firm or corporation is the owner of the leasehold interest demised hereunder at the time in question. Except as otherwise provided herein, all the provisions of this lease shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto, and shall be construed as covenants running with the land.

d. Singular and Plural. Any word contained in the text of this lease shall be read as the singular or plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

e. Amendments. This lease may be amended by a written document, duly executed and acknowledged by County and Lessee, and any successor of either having any interest in the demised premises at the time of such amendment, evidencing their agreement to such amendment, provided that, if the leasehold interest of Lessee is encumbered by a deed of trust authorized pursuant to this lease, such amendment shall be null and void and of no effect unless made with the prior written consent of such holders of any obligations secured by such deed of trust as have notified County of their names and addresses.

f. Governing Law. This lease has been executed and delivered by County and Lessee hereto in the State of Virginia, and County and Lessee agree that its interpretation and enforcement shall be governed by the laws of the State of Virginia.

g. Titles. The titles of the several paragraphs as set forth in this

lease are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this lease.

h. Execution of Counterparts. This lease has been executed for the convenience of the parties in three counterparts, which are in all respects similar. Each is deemed complete in itself, and any one may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

i. Notices. Any notice required by this lease to be given to anyone shall be deemed to have been properly given when mailed, postage prepaid, by certified mail, return receipt requested, at the following addresses:

County: _____

Lessee: _____

j. Invalidity of Provisions. If any provision of this lease or its application to any person or in any circumstances shall be invalid or unenforceable, the application of such provision to persons and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this lease, shall not be affected by such invalidity or unenforceability.

k. Unlawful Conduct. The Lessee shall not make or suffer any use or occupancy of the demised premises contrary to any law or ordinance now or hereafter in force.

l. Lease Subject to Approval by Commonwealth of Virginia. This lease and the provisions included herein is subject to the approval of the Commonwealth of Virginia. Should the Commonwealth require additions or modifications to the lease the Lessee shall have the right to terminate this lease without cost or liability within thirty (30) days of its receipt of notice of the revisions required by the Commonwealth of Virginia. In the event of termination under this provision the Lessee shall be obligated only for its proportionate share of any cost incurred for the design and site improvements for the building pad site at the time of the termination of this lease.

IN WITNESS WHEREOF, the foregoing lease was executed by the County and Lessee in their Company names on the date, month and year first above written:

**BOARD OF SUPERVISORS OF
FAUQUIER COUNTY**

by:_____

LESSEE:

by:_____

Member

by:_____

Member

LIMITED LIABILITY COMPANY CERTIFICATE

The undersigned member hereby certifies that ESSAR Aviation, L.L.C., is an active Virginia Limited Liability Company, legally capable of entering into the foregoing lease, and that the above members of the Company have the authority to bind the Company on the date of the signing of the lease, and that vote was taken on the issue of entering into the lease on the _____ day of _____ 2005, and it was approved in its executed form as signed by the members above.

Witness

Authorized by Board of Supervisor action after properly advertised public hearing
held _____, with vote taken on _____.

**THE BOARD OF SUPERVISORS OF
FAUQUIER COUNTY, VIRGINIA**

by: _____
Board Chairman

by: _____
County Administrator